

## **EXHIBIT 2**

## APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233



APPLICATION NO: 1

PERIOD TO: 10-Jul-08

FROM: Schimenti Construction Co., LLC  
118 North Bedford Rd  
Mount Kisco, NY 10549

PROJECT: Circuit City #4133, N. Plainfield, NJ

CCSI PROJECT NO: 04133

CONTRACT DATE: 5-May-08

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
The detailed breakdown of this application is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

|  |                 |
|--|-----------------|
| 1. ORIGINAL CONTRACT SUM   | \$ 1,324,900.00 |
| 2. NET CHANGE BY CHANGE ORDER  | \$ 0.00         |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2)   | \$ 1,324,900.00 |
| 4. TOTAL COMPLETED TO DATE<br>(Column F on Details)                          | \$ 258,500.00   |
| 5. RETAINAGE:<br>10 % of Completed Work<br>(Column D + E on Details)         | \$ 25,850.00    |
| 6. TOTAL EARNED LESS RETAINAGE<br>(Line 4 Less Line 5 Total)                 | \$ 232,650.00   |
| 7. LESS PREVIOUS CERTIFICATES FOR<br>PAYMENT (Line 6 from prior Application) | \$ 0.00         |
| 8. CURRENT PAYMENT DUE   | \$ 232,650.00   |
| 9. BALANCE TO FINISH, INCLUDING<br>RETAINAGE (Line 3 less Line 6)            | \$ 1,092,250.00 |

### CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Schimenti Construction Co., LLC

By: [Signature] Date: 7/10/08

State of:

County of: Westchester

Subscribed and sworn to before me

this 10th day of JULY, 20 08

CARMELA CUTRUPI  
Notary Public, State of New York  
No. 01CU6180147  
Qualified in Westchester County  
Commission Expires January 07, 20 12

Notary Public: Carmela Cutrupi

My Commission expires: 1/7/12

Contractor: Do not enter information below this line.

### CIRCUIT CITY ACCOUNTING INFORMATION

Project ID: \_\_\_\_\_ Invoice No: \_\_\_\_\_

Req. No: \_\_\_\_\_ PO No: \_\_\_\_\_

Amount: \_\_\_\_\_ \* Vendor ID: \_\_\_\_\_

Approved: \_\_\_\_\_

Approved: \_\_\_\_\_

\* EXPENSE PAYABLES, SEE COLUMN "I" FOR LINE ITEM AMOUNTS

CHECK DUE DATE: \_\_\_\_\_

RETURN CHECK TO: ASHLEY HUDSON / CONSTRUCTION DEPARTMENT

## PAYMENT APPLICATION DETAILS

APPLICATION NO: Details Page 1 of 4-3

APPLICATION DATE: 10-Jul-08

**North Plainfield, NJ #4133**

PERIOD TO:

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                | C<br>CONTRACT<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>TOTAL<br>COMPLETED<br>TO DATE<br>(D+E) | F<br>%<br>(F ÷ C) | G<br>BALANCE<br>TO FINISH<br>(C - F) | H<br>RETAINAGE<br>10.0% | I<br>AMOUNT<br>DUE<br>THIS PERIOD<br>(E less 10.0%) | A<br>ITEM<br>NO. |
|------------------|---|------------------------|---|-------------|---|-------------------|--------------------------------------|-------------------------|---|------------------|
|                  |   |                        | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |   |                   |                                      |                         |   |                  |
|                  | ORIGINAL CONTRACT                       |                        |   |             |   |                   |                                      |                         |   |                  |
|                  | Mobilization                            |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Insurance                               |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Bond Cost                               |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | General Conditions                      | \$0.00                 | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
| 1005             | General Conditions                      |                        | \$0.00                                  | \$46,000.00 | \$46,000.00                                 | 0.00%             | \$148,742.00                         | \$4,600.00              | \$41,400.00   | 1005             |
| 1010             | GC OH&P (Fee)                           | \$194,742.00           | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$72,358.00                          | \$0.00                  | \$0.00  | 1010             |
| 2010             | Site Clearing & Erosion Control         | \$72,358.00            | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2010             |
| 2020             | Demolition                              | \$12,500.00            | \$0.00                                  | \$12,500.00 | \$12,500.00                                 | 100.00%           | \$0.00                               | \$1,250.00              | \$11,250.00   | 2020             |
| 2030             | Excavation & Grading                    |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2030             |
| 2040             | Site Storm Drainage                     |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2040             |
| 2050             | Site Utilities                          |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2050             |
| 2060             | Concrete Walks                          |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2060             |
| 2070             | Precast Bollards                        |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2070             |
| 2080             | Site Retaining Walls                    |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2080             |
| 2090             | Curb & Gutter and Entrances             |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2090             |
| 2100             | Concrete Paving                         |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2100             |
| 2110             | Asphalt Paving, Base & Striping         |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2110             |
| 2120             | Exterior Fencing & Gates                |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2120             |
| 2130             | Landscapeing & Irrigation               |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2130             |
| 2140             | Site Lighting                           |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2140             |
| 2999             | Sitework - Other                        |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 2999             |
| 3010             | Concrete Foundations                    |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 3010             |
| 3020             | Concrete Slabs                          | \$0.00                 | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 3020             |
| 3030             | Concrete Sidewalks, Steps, Stoops, Pads | \$110,000.00           | \$0.00                                  | \$40,000.00 | \$40,000.00                                 | 36.36%            | \$70,000.00                          | \$4,000.00              | \$36,000.00   | 3030             |
| 3060             | Building Excavation & Backfill          |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 3060             |
| 3999             | Concrete - Other                        | \$0.00                 | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 3999             |
| 4050             | Unit Masonry                            | \$0.00                 | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 4050             |
| 4999             | Masonry - Other                         |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 4999             |
| 5010             | Structural Metals                       | \$93,500.00            | \$0.00                                  | \$40,000.00 | \$40,000.00                                 | 42.78%            | \$53,500.00                          | \$4,000.00              | \$36,000.00   | 5010             |
| 5020             | Misc & Ornamental Metal                 |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 5020             |
| 5999             | Metals - Other                          |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 5999             |
|                  | Roof/Exterior Blocking                  | \$0.00                 | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Interior Blocking                       | \$0.00                 | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
| 6010             | Rough Carpentry Subtotal                | \$0.00                 | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 6010             |
| 6020             | Finish Carpentry                        | \$0.00                 | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 6020             |
| 6030             | Millwork                                | \$0.00                 | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 6030             |
| 6999             | Carpentry - Other                       |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 6999             |
| 7010             | Waterproofing                           |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 7010             |
| 7020             | Building Insulation                     |                        | \$0.00                                  | \$0.00      | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 7020             |

# PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

Schiment Construction Company

North Plainfield, NJ #4133

 APPLICATION NO: Details Page 2 of 43  
 APPLICATION DATE: 10-Jul-08  
 PERIOD TO: 10-Jul-08

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK         | C<br>CONTRACT<br>VALUE | D<br>WORK COMPLETED<br>FROM PREVIOUS<br>APPLICATION<br>(D + E) | E<br>WORK COMPLETED<br>THIS PERIOD | F<br>TOTAL<br>COMPLETED<br>TO DATE<br>(D+E) | G<br>%<br>(F + C) | H<br>BALANCE<br>TO FINISH<br>(C - F) | I<br>RETAINAGE<br>10.0% | J<br>AMOUNT<br>DUE<br>THIS PERIOD<br>(E less 10.0%) | K<br>ITEM<br>NO. |
|------------------|----------------------------------|------------------------|--|------------------------------------|---|-------------------|--------------------------------------|-------------------------|---|------------------|
| 7040             | Sheet Metal Work                 |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 7040             |
| 7050             | Roofing & Roof Insulation        | \$100,000.00           | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$100,000.00                         | \$0.00                  | \$0.00  | 7050             |
| 7055             | Exterior Metal                   |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 7055             |
| 7060             | Roof Accessories                 |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 7060             |
| 7070             | Caulking & Sealants              | \$0.00                 | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 7070             |
| 7999             | Moisture Control - Other         |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 7999             |
| 8010             | Steel Doors & Frames             |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 8010             |
| 8020             | Wood & Plastic Doors             |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 8020             |
| 8030             | Impact Doors                     |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 8030             |
| 8040             | Overhead Doors                   |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 8040             |
| 8050             | Entrance & Store Fronts          | \$42,000.00            | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$42,000.00                          | \$0.00                  | \$0.00  | 8050             |
| 8060             | Security Gates                   |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 8060             |
| 8070             | Finish Hardware                  |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 8070             |
| 8080             | Glass & Glazing                  | \$0.00                 | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 8080             |
| 8090             | Fire Shutters                    |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 8090             |
| 8999             | Doors, Windows & Glass - Other   |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 8999             |
| 9010             | Lath & Plaster / EIFS            | \$49,900.00            | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$49,900.00                          | \$0.00                  | \$0.00  | 9010             |
|                  | Framing                          |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Hanging Drywall                  |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Tape & Finish                    |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
| 9020             | Stud & Drywall Subtotal          | \$187,900.00           | \$0.00   | \$40,000.00                        | \$40,000.00                                 | 21.29%            | \$147,900.00                         | \$4,000.00              | \$36,000.00   | 9020             |
| 9030             | Ceramic Tile                     | \$4,200.00             | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$4,200.00                           | \$0.00                  | \$0.00  | 9030             |
| 9040             | Acoustical Ceilings              | \$0.00                 | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 9040             |
| 9050             | Carpet                           |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 9050             |
| 9060             | Resilient Flooring               |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 9060             |
| 9070             | Sheet Vinyl Flooring             |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 9070             |
| 9080             | Rubber Flooring                  |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 9080             |
|                  | Exterior Painting                |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Interior Painting & WC           | \$0.00                 | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Floors                           |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
| 9090             | Painting/Wall Coverings Subtotal | \$29,500.00            | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$29,500.00                          | \$0.00                  | \$0.00  | 9090             |
| 9100             | Flooring Material Allowance      | \$0.00                 | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 9100             |
| 9110             | Marlite Panels (FRP)             |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 9110             |
| 9999             | Finishes - Other                 |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 9999             |
| 10010            | Toilet Partitions                | \$1,600.00             | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$1,600.00                           | \$0.00                  | \$0.00  | 10010            |
| 10020            | Interior Signage                 |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 10020            |
| 10030            | Fire Extinguishers               |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 10030            |
| 10040            | Toilet Accessories               | \$0.00                 | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 10040            |
| 10070            | Rolling Conveyor                 |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 10070            |
| 10080            | Lockers                          |                        | \$0.00   | \$0.00                             | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 10080            |

# PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

Schiment Construction Company

APPLICATION NO: Details Page 3 of 43  
APPLICATION DATE: 10-Jul-08  
PERIOD TO: 10-Jul-08

North Plainfield, NJ #4133

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK            | C<br>CONTRACT<br>VALUE | D<br>FROM PREVIOUS<br>APPLICATION<br>(D + E) | E<br>WORK COMPLETED<br>THIS PERIOD<br>(D + E) | F<br>TOTAL<br>COMPLETED<br>TO DATE<br>(D+E) | G<br>%<br>(F + C) | H<br>BALANCE<br>TO FINISH<br>(C - F) | I<br>RETAINAGE<br>10.0% | J<br>AMOUNT<br>DUE<br>THIS PERIOD<br>(E less 10.0%) | K<br>ITEM<br>NO. |
|------------------|-------------------------------------|------------------------|--|---|---|-------------------|--------------------------------------|-------------------------|---|------------------|
| 10999            | Specialties - Other                 | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 10999            |
| 11010            | Miscellaneous Equipment             |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 11010            |
| 11020            | Loading Dock Equipment              |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 11020            |
| 11030            | Elevators/Lifts                     |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 11030            |
| 12010            | Window Treatment                    |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 12010            |
| 12020            | Coat Rack                           |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 12020            |
| 12030            | Floor Mats                          |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 12030            |
|                  | Underground Plumbing                | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Overhead Plumbing                   | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Plumbing Fixtures                   | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Plumbing Insulation                 | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
| 15010            | Plumbing Subtotal                   | \$57,700.00            | \$0.00                                       | \$15,000.00                                   | \$15,000.00                                 | 26.00%            | \$42,700.00                          | \$1,500.00              | \$13,500.00   | 15010            |
|                  | Underground Fire Prot               |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Overhead Fire Prot                  |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Fire Prot Assembly                  |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Fire Prot Devices                   |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
| 15020            | Fire Protection Systems Subtotal    | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 15020            |
|                  | HVAC Roof Top Units                 | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | HVAC Ductwork                       | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | HVAC Insulation                     | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | HVAC Registers, Grilles & Diffusers | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | HVAC Testing & Balancing            | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
| 15030            | HVAC Subtotal                       | \$59,000.00            | \$0.00                                       | \$15,000.00                                   | \$15,000.00                                 | 25.42%            | \$44,000.00                          | \$1,500.00              | \$13,500.00   | 15030            |
|                  | Temporary Power                     | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Rough Electric - Power              | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Rough Electric - Low Voltage        | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Finish Electric                     | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Light Fixture Installation          | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Switchgear Installation             | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | NOVAR Controls                      | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
|                  | Fire Alarm System                   | \$0.00                 | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  |                  |
| 16090            | Electrical Subtotal                 | \$310,000.00           | \$0.00                                       | \$50,000.00                                   | \$50,000.00                                 | 16.13%            | \$260,000.00                         | \$5,000.00              | \$45,000.00   | 16090            |
| 16100            | Electrical Allowance                |                        | \$0.00                                       | \$0.00  | \$0.00                                      | 0.00%             | \$0.00                               | \$0.00                  | \$0.00  | 16100            |
|                  | ORIGINAL CONTRACT TOTALS            | \$1,324,900.00         | \$0.00                                       | \$258,500.00                                  | \$258,500.00                                | 19.51%            | \$1,066,400.00                       | \$25,850.00             | \$232,650.00  |                  |

Lien Release Checklist

Pay Application # 1

Circuit City Store # 4133, North Plainfield, NJ

| Pay App Line #                  | Subcontractor or Material Supplier | Description of Work or Material | Original Contract | Adjusted Contract | (Accumulative)        |              | Amount this Request | Balance to Complete | CCSI Use Only |
|---------------------------------|------------------------------------|---------------------------------|-------------------|-------------------|-----------------------|--------------|---------------------|---------------------|---------------|
|                                 |                                    |                                 |                   |                   | Previous Months Draws | Paid to Date |                     |                     |               |
| 16090                           | A. J. Maglio                       | Electrical                      | \$ 310,000.00     | \$ 310,000.00     | \$ -                  | \$ -         | \$ 45,000.00        | \$ 265,000.00       |               |
| 7050                            | Conti Roofing                      | Roofing                         | \$ 100,000.00     | \$ 100,000.00     | \$ -                  | \$ -         | \$ -                | \$ 100,000.00       |               |
| 10010                           | Division Ten Specialties           | Toilet Partitions               | \$ 1,600.00       | \$ 1,600.00       | \$ -                  | \$ -         | \$ -                | \$ 1,600.00         |               |
| 5010                            | Hi-Tech Steel                      | Structural Metals               | \$ 93,500.00      | \$ 93,500.00      | \$ -                  | \$ -         | \$ 36,000.00        | \$ 57,500.00        |               |
| 15010                           | McCloskey Mechanical               | Plumbing                        | \$ 57,700.00      | \$ 57,700.00      | \$ -                  | \$ -         | \$ 13,500.00        | \$ 44,200.00        |               |
| 15030                           | McCloskey Mechanical               | HVAC                            | \$ 59,000.00      | \$ 59,000.00      | \$ -                  | \$ -         | \$ 13,500.00        | \$ 45,500.00        |               |
| 2020                            | Merendino Corporation              | Demolition                      | \$ 12,500.00      | \$ 12,500.00      | \$ -                  | \$ -         | \$ 11,250.00        | \$ 1,250.00         |               |
| 9090                            | PR Painting                        | Painting/Wallcovering           | \$ 29,500.00      | \$ 29,500.00      | \$ -                  | \$ -         | \$ -                | \$ 29,500.00        |               |
| 3030                            | Precision Concrete                 | Concrete                        | \$ 110,000.00     | \$ 110,000.00     | \$ -                  | \$ -         | \$ 36,000.00        | \$ 74,000.00        |               |
| 1005                            | Schimenti Construction             | General Conditions              | \$ 194,742.00     | \$ 194,742.00     | \$ -                  | \$ -         | \$ 41,400.00        | \$ 153,342.00       |               |
| 1010                            | Schimenti Construction             | GC OH&P (Fee)                   | \$ 72,358.00      | \$ 72,358.00      | \$ -                  | \$ -         | \$ -                | \$ 72,358.00        |               |
| 9010                            | Schimenti Construction             | EIFS                            | \$ 49,900.00      | \$ 49,900.00      | \$ -                  | \$ -         | \$ -                | \$ 49,900.00        |               |
| 9020                            | Schimenti Construction             | Stud & Drywall                  | \$ 7,900.00       | \$ 7,900.00       | \$ -                  | \$ -         | \$ -                | \$ 7,900.00         |               |
| 9030                            | Schimenti Construction             | Ceramic Tile                    | \$ 4,200.00       | \$ 4,200.00       | \$ -                  | \$ -         | \$ -                | \$ 4,200.00         |               |
| SCHIMENTI CONSTRUCTION SUBTOTAL |                                    |                                 | \$ 329,100.00     | \$ 329,100.00     | \$ -                  | \$ -         | \$ 41,400.00        | \$ 287,700.00       |               |
| 8050                            | Standard Glass                     | Entrance & Storefront           | \$ 42,000.00      | \$ 42,000.00      | \$ -                  | \$ -         | \$ -                | \$ 42,000.00        |               |
| 9020                            | Whitetail Interiors                | Stud & Drywall                  | \$ 180,000.00     | \$ 180,000.00     | \$ -                  | \$ -         | \$ 36,000.00        | \$ 144,000.00       |               |
|                                 |                                    |                                 |                   |                   |                       |              |                     |                     |               |
|                                 |                                    |                                 | \$ 1,324,900.00   | \$ 1,324,900.00   | \$ -                  | \$ -         | \$ 232,650.00       | \$ 1,092,250.00     |               |

**GENERAL CONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 7/2/08

The undersigned, Schimenti Construction Co., LLC ("Contractor"), is a contractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield, NJ  
Project Address: 1200 US Highway 22  
City: N. Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work are:

|    |   |    |                     |
|----|---|----|---------------------|
| A. | Original Contract Amount:                   | \$ | <u>1,324,900.00</u> |
| B. | Changes to Contract:                        | \$ | _____               |
| C. | Revised Contract Amount:                    | \$ | <u>1,324,900.00</u> |
| D. | Amount Requested This Period (Conditional): | \$ | <u>232,650.00</u>   |
| E. | Amount Paid to Date (Unconditional):        | \$ | <u>0.00</u>         |
| F. | Balance on Contract:                        | \$ | <u>1,092,250.00</u> |

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$232,650.00 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases, Contractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/2/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Contractor further certifies that Contractor has previously been paid \$0.00 (*insert amount actually paid to date - from line "E" above*) as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through \_\_\_\_\_, (the "Date") exclusive only of the right to payment of retainage. Contractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Contractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Contractor acknowledges that the foregoing representations are made to induce Owner to make the Progress Payment above knowing that Owner relies on the representations herein contained. Contractor further warrants and represents

that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

#### CONTRACTOR:

Schimenti Construction Co., LLC

(signature)

By:

Joe Sparta  
(print name)

Title:

Controller

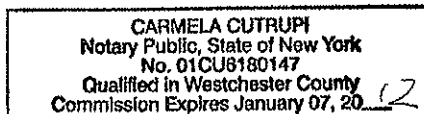
Subscribed and Sworn to before the undersigned, a Notary Public, on this the 10<sup>th</sup> day of

JULY, 2008 in the City/County of Westchester State of New York

Carmela Cutrupi  
Notary Public

1/7/12  
My commission Expires

28-059



Rev. 3.24.06



**SUBCONTRACTOR'S PROGRESS PAYMENT**

**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 7/2/08

The undersigned, A.J. Maglio Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield, NJ

Project Address: 1200 US Highway 22

City: N. Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

|    |   |    |                             |
|----|---|----|-----------------------------|
| A. | Original Subcontract Amount:                        | \$ | <u>310,000.00</u>           |
| B. | Changes to Subcontract:                             | \$ | <u>                    </u> |
| C. | Revised Subcontract Amount:                         | \$ | <u>310,000.00</u>           |
| D. | Amount Requested This Period (Conditional):         | \$ | <u>45,000.00</u>            |
| E. | Amount Paid to Date less Retainage (Unconditional): | \$ | <u>0.00</u>                 |
| F. | Balance on Subcontract:                             | \$ | <u>265,000.00</u>           |

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$45,000.00 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/2/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

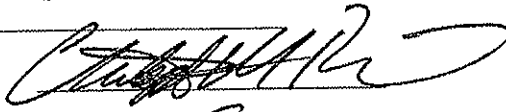
Subcontractor further certifies that Subcontractor has previously been paid \$0.00 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through \_\_\_\_\_, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that

the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
A.J. Maglio Inc.

By:   
Title: CHIEF ESTIMATOR

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 2 day of  
July 2008 in the City/County of Union, State of NJ.

  
Notary Public

JENNIFER McELROY  
NOTARY PUBLIC OF NEW JERSEY  
My commission expires 6/24/2013

28-059-08

Rev. 3.24.06



**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**  
*(to be provided with each progress payment application)*

Date: 7/2/08

The undersigned, Hi-Tech Steel, Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including its affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield  
Project Address: 1200 US Highway 22  
City: N. Plainfield, County Somerset, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

|    |   |    |                             |
|----|---|----|-----------------------------|
| A. | Original Subcontract Amount:                        | \$ | <u>93,500.00</u>            |
| B. | Changes to Subcontract:                             | \$ | <u>                    </u> |
| C. | Revised Subcontract Amount:                         | \$ | <u>93,500.00</u>            |
| D. | Amount Requested This Period (Conditional):         | \$ | <u>36,000.00</u>            |
| E. | Amount Paid to Date less Retainage (Unconditional): | \$ | <u>0.00</u>                 |
| F. | Balance on Subcontract:                             | \$ | <u>57,500.00</u>            |

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$36,000.00 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/2/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$0.00 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through                     , (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress

Payment above knowing that Contractor and Owner rely on the representations herein contained, Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

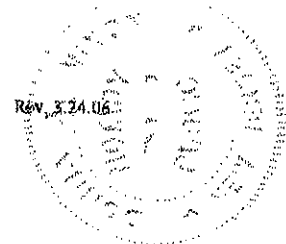
SUBCONTRACTOR  
Hi-Tech Steel, Inc.

By: [Signature]  
Title: President

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 3rd day of July, 2008 in the City/County of Sussex, State of New Jersey  
[Signature]  
Notary Public

**DONNA A. NIXON**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 8/31/2009  
My commission Expires

28-059-09



**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**  
*(to be provided with each progress payment application)*

Date: 7/2/08

The undersigned, McCloskey Mechanical Cntr. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield

Project Address: 1200 US Highway 22

City: N. Plainfield, County Somerset, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

|    |  |    |                             |
|----|--|----|-----------------------------|
| A. | Original Subcontract Amount:                       | \$ | <u>57,700.00</u>            |
| B. | Changes to Subcontract:                            | \$ | <u>                    </u> |
| C. | Revised Subcontract Amount:                        | \$ | <u>57,700.00</u>            |
| D. | Amount Requested This Period (Conditional):        | \$ | <u>13,500.00</u>            |
| E. | Amount Paid to Date less Retainage (Unconditional) | \$ | <u>0.00</u>                 |
| F. | Balance on Subcontract:                            | \$ | <u>44,200.00</u>            |

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$13,500.00 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/2/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$0.00 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through                     , (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Jul. 9. 2008 12:23PM McCLOSKEY 856-784-8283

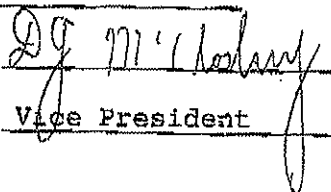
No. 6853 P. 5

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

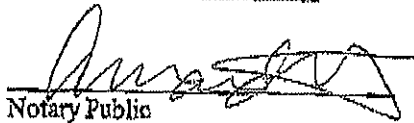
**Partial Invalidity**

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
McCloskey Mechanical Cntr.

By:   
Title: Vice President

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 8th day of  
July, 2008 in the City/County of Camden, State of New Jersey

  
Notary Public

AMANDA S. STEMMER  
Notary Public of New Jersey  
My Commission Expires Oct. 8, 2008  
My commission Expires

28-059-05

Rev. 3.24.06

**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 7/2/08

The undersigned, McCloskey Mechanical Cntr. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield

Project Address: 1200 US Highway 22

City: N. Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

|    |  |                     |
|----|--|---------------------|
| A. | Original Subcontract Amount:                       | \$ <u>59,000.00</u> |
| B. | Changes to Subcontract:                            | \$ _____            |
| C. | Revised Subcontract Amount:                        | \$ <u>59,000.00</u> |
| D. | Amount Requested This Period (Conditional):        | \$ <u>13,500.00</u> |
| E. | Amount Paid to Date less Retainage (Unconditional) | \$ <u>0.00</u>      |
| F. | Balance on Subcontract:                            | \$ <u>45,500.00</u> |

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$13,500.00 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/2/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$0.00 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through \_\_\_\_\_, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Jul. 9. 2008 11:10AM McCLOSKEY 856-784-8283

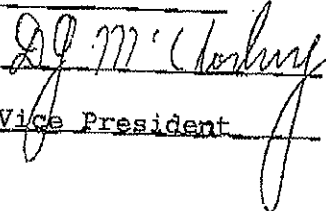
No. 6832 P. 3/5

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

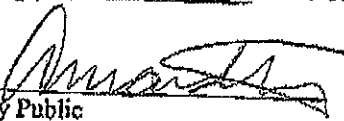
**Partial Invalidity**

~~If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.~~

SUBCONTRACTOR  
McCloskey Mechanical Cntr.

By:   
Title: Vice President

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 8th day of  
July, 2008 in the City/County of Camden, State of New Jersey

  
Notary Public

28-059-05

My commission Expires

AMANDA S. STELMACH  
Notary Public of New Jersey  
My Commission Expires Oct. 5, 2009

Rev. 3.24.06



**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**  
*(to be provided with each progress payment application)*

Date: 7/2/08

The undersigned, Merendino ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC., including its affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N. Plainfield  
Project Address: 1200 US Highway 22  
City: N. Plainfield, County Somerset, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

|    |   |    |                             |
|----|---|----|-----------------------------|
| A. | Original Subcontract Amount:                        | \$ | <u>12,500.00</u>            |
| B. | Changes to Subcontract:                             | \$ | <u>                    </u> |
| C. | Revised Subcontract Amount:                         | \$ | <u>12,500.00</u>            |
| D. | Amount Requested This Period (Conditional):         | \$ | <u>11,250.00</u>            |
| E. | Amount Paid to Date less Retainage (Unconditional): | \$ | <u>0.00</u>                 |
| F. | Balance on Subcontract:                             | \$ | <u>1,250.00</u>             |

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$11,250.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/2/08 (insert date payment is requested through), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$0.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through                      (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to pay the amount of the progress payment.

Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

#### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
Merendino

By: 

Title: Vice President

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 2 day of

July, 2008 in the City/County of Nassau State of NY

  
Notary Public

11/24/09  
My commission Expires

28-059-01

Rev. 3.24.06

Maureen MacDonald  
Notary Public, State of New York  
No. 01MA0000741  
Qualified in Nassau County  
Commission Expires 11/24/09

TOTAL P.03

**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**  
(to be provided with each progress payment application)

Date: 7/2/08

The undersigned, Precision Concrete ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC., including its affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield  
Project Address: 1200 US Highway 22  
City: N Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

|    |   |    |                             |
|----|---|----|-----------------------------|
| A. | Original Subcontract Amount:                        | \$ | <u>110,000.00</u>           |
| B. | Changes to Subcontract:                             | \$ | <u>                    </u> |
| C. | Revised Subcontract Amount:                         | \$ | <u>110,000.00</u>           |
| D. | Amount Requested This Period (Conditional):         | \$ | <u>36,000.00</u>            |
| E. | Amount Paid to Date less Retainage (Unconditional): | \$ | <u>0.00</u>                 |
| F. | Balance on Subcontract:                             | \$ | <u>74,000.00</u>            |

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$36,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/2/08 (insert date payment is requested through), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$0.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through \_\_\_\_\_, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

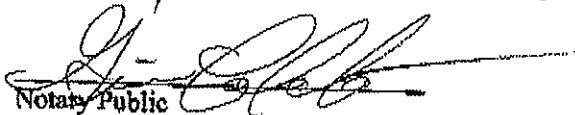
SUBCONTRACTOR  
Precision Concrete

By: 

Title: P.R.S.

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 2 day of

July in the City/County of ESSEX, State of N.J.

  
Notary Public

4-17-2011  
My commission Expires

28-059-07

Rev. 3.24.06

01/14/2006 00:35 FAX 908 236 0769

WHITE TAIL LLC

+ MAINOFFICE

001

**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 7/2/08

The undersigned, White Tail Interiors, LLC ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield, NJ

Project Address: 200 US Highway 22

City: N. Plainfield County Somerset, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Solimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

|    |   |    |                             |
|----|---|----|-----------------------------|
| A. | Original Subcontract Amount:                        | \$ | <u>180,000.00</u>           |
| B. | Changes to Subcontract:                             | \$ | <u>                    </u> |
| C. | Revised Subcontract Amount:                         | \$ | <u>180,000.00</u>           |
| D. | Amount Requested This Period (Conditional):         | \$ | <u>36,000.00</u>            |
| E. | Amount Paid to Date less Retainage (Unconditional): | \$ | <u>0.00</u>                 |
| F. | Balance on Subcontract:                             | \$ | <u>144,000.00</u>           |

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$36,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/2/08 (insert date payment is requested through), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$0.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through                     , (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that

01/14/2008 00:35 FAX 908 236 0769

WHITE TAIL LLC

+ MAINOFFICE

002

the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

#### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
White Tail Interiors, LLC

By: Joseph M. Menn

Title: member

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 11<sup>th</sup> day of

JULY 2008 in the City/County of Westchester State of New York

Carmela Cutrupi  
Notary Public

1/7/12  
My commission Expires

28-059-10

Rev. 3.24.06

CARMELA CUTRUPI  
Notary Public, State of New York  
No. 01CU6180147  
Qualified in Westchester County  
Commission Expires January 07, 2012

## Payment Application

### Payment Application Information

|  |
|--|
| <b>Number:</b> 6701<br><b>Contract:</b> 4133 - Construction Contract<br><b>To:</b> Ashley Hudson<br><b>From:</b> Richard Sands<br><b>Due Date:</b> |
|--|

### Project Information

|   |
|---|
| <b>Project Name:</b><br>NJ:New York Metro:North Plainfield #4133<br><b>Project #:</b> 04133<br><b>Address:</b> 1200 US Route 22<br>North Plainfield, New Jersey 07060 |
|---|

### Detail:

| Line Items   | Total        |
|--|--------------|
| - DIVISION 1 - GENERAL CONDITIONS                    | \$232,650.00 |
| 1005 - General Conditions                            | \$0.00       |
| 1010 - Overhead & Profit (Fee)                       | \$0.00       |
| - DIVISION 2 -- SITEWORK                             | \$0.00       |
| 2010 - Site Clearing & Erosion Control               | \$0.00       |
| 2020 - Demolition                                    | \$0.00       |
| 2030 - Excavation & Grading                          | \$0.00       |
| 2040 - Site Storm Drainage                           | \$0.00       |
| 2050 - Site Utilities                                | \$0.00       |
| 2060 - Concrete Walks                                | \$0.00       |
| 2070 - Precast Bollards                              | \$0.00       |
| 2080 - Site Retaining Walls                          | \$0.00       |
| 2090 - Curb & Gutter and Entrances                   | \$0.00       |
| 2100 - Concrete Paving                               | \$0.00       |
| 2110 - Asphalt Paving & Striping                     | \$0.00       |
| 2120 - Exterior Fencing                              | \$0.00       |
| 2130 - Landscaping & Irrigation                      | \$0.00       |
| 2140 - Site Lighting from 5' out                     | \$0.00       |
| 2999 - Sitework Other                                | \$0.00       |
| - DIVISION 3 -- CONCRETE                             | \$0.00       |
| 3010 - Concrete Foundations                          | \$0.00       |
| 3020 - Concrete Slab                                 | \$0.00       |
| 3030 - Concrete Sidewalks, Steps, stoops, pads, etc. | \$0.00       |
| 3060 - Building Excavation & Backfill                | \$0.00       |
| 3070 - Tilt Wall Panels                              | \$0.00       |
| 3999 - Concrete Other                                | \$0.00       |
| - DIVISION 4 -- MASONRY                              | \$0.00       |
| 4050 - Unit Masonry                                  | \$0.00       |

## Payment Application

|                                       |        |
|---------------------------------------|--------|
| 4999 - Masonry - Other                | \$0.00 |
| - DIVISION 5 -- METALS                | \$0.00 |
| 5010 - Structural Metal               | \$0.00 |
| 5020 - Misc. & Ornamental Metal       | \$0.00 |
| 5999 - Metals - Other                 | \$0.00 |
| - DIVISION 6 -- ROUGH CARPENTRY       | \$0.00 |
| 6010 - Rough Carpentry                | \$0.00 |
| 6020 - Finish Carpentry               | \$0.00 |
| 6030 - Millwork                       | \$0.00 |
| 6999 - Carpentry Other                | \$0.00 |
| - DIVISION 7 -- MOISTURE CONTROL      | \$0.00 |
| 7010 - Waterproofing                  | \$0.00 |
| 7020 - Building Insulation            | \$0.00 |
| 7040 - Sheetmetal Work                | \$0.00 |
| 7050 - Roofing & Roof Insulation      | \$0.00 |
| 7055 - Exterior Metals                | \$0.00 |
| 7060 - Roof Accessories               | \$0.00 |
| 7070 - Caulking & Sealants            | \$0.00 |
| 7999 - Moisture Control - Other       | \$0.00 |
| - DIVISION 8 -- DOORS WINDOWS & GLASS | \$0.00 |
| 8010 - Steel Doors and Frames         | \$0.00 |
| 8020 - Wood & Plastic Doors           | \$0.00 |
| 8030 - Impact Doors                   | \$0.00 |
| 8040 - Overhead Doors                 | \$0.00 |
| 8050 - Entrance & Store Front         | \$0.00 |
| 8060 - Security Gates                 | \$0.00 |
| 8070 - Finish Hardware                | \$0.00 |
| 8080 - Glass & Glazing                | \$0.00 |
| 8090 - Fire Doors                     | \$0.00 |
| 8999 - Doors, Windows & Glass - Other | \$0.00 |
| - DIVISION 9 -- FINISHES              | \$0.00 |
| 9010 - Lath, Plaster & EIFS           | \$0.00 |
| 9020 - Stud & Drywall                 | \$0.00 |
| 9030 - Ceramic Tile                   | \$0.00 |
| 9040 - Acoustical Ceilings            | \$0.00 |
| 9050 - Carpet                         | \$0.00 |



### Payment Application

|                                 |                     |
|---------------------------------|---------------------|
| 9060 - Resilient Flooring       | \$0.00              |
| 9070 - Sheet Vinyl Flooring     | \$0.00              |
| 9080 - Rubber Flooring          | \$0.00              |
| 9090 - Painting/Wall Coverings  | \$0.00              |
| 9100 - Marble Panels (FRP)      | \$0.00              |
| 9999 - Finishes Other           | \$0.00              |
| - DIVISION 10 -- SPECIALTIES    | \$0.00              |
| 10010 - Toilet Partitions       | \$0.00              |
| 10020 - Interior Signage        | \$0.00              |
| 10030 - Fire Extinguishers      | \$0.00              |
| 10040 - Toilet Accessories      | \$0.00              |
| 10070 - Rolling Conveyor        | \$0.00              |
| 10080 - Lockers                 | \$0.00              |
| 10999 - Specialties - Other     | \$0.00              |
| - DIVISION 11 -- EQUIPMENT      | \$0.00              |
| 11010 - Miscellaneous Equipment | \$0.00              |
| 11020 - Loading Dock Equipment  | \$0.00              |
| 11030 - Elevators/Lifts         | \$0.00              |
| - DIVISION 12 -- FURNISHINGS    | \$0.00              |
| 12010 - Window Treatment        | \$0.00              |
| 12020 - Coat Rack               | \$0.00              |
| 12030 - Floor Mats              | \$0.00              |
| - DIVISION 15 -- MECHANICAL     | \$0.00              |
| 15010 - Plumbing                | \$0.00              |
| 15020 - Fire Protection         | \$0.00              |
| 15030 - HVAC                    | \$0.00              |
| - DIVISION 16 -- ELECTRICAL     | \$0.00              |
| 16090 - Electrical              | \$0.00              |
| <b>TOTALS:</b>                  | <b>\$232,650.00</b> |

Approved By:

Signature

Printed Name

Joe Sparta

**Payment Application**

*Carmela Cutrupi*

Signature

*Carmela Cutrupi*

Printed Name

